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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 18-10958-elf

Laura Paulette Hall-Carney Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Oct 14, 2021 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 16, 2021:

Recipi ID Recipient Name and Address

db + Laura Paulette Hall-Carney, 1739 Wynsam Street, Philadelphia, PA 19138-1601

TOTAL: 1

 $Notice \ by \ electronic \ transmission \ was \ sent \ to \ the \ following \ persons/entities \ by \ the \ Bankruptcy \ Noticing \ Center.$

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 16, 2021 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 14, 2021 at the address(es) listed below:

Name Email Address

DWAYNE M. GRANNUM

on behalf of Debtor Laura Paulette Hall-Carney dwayne@grannumlaw.com dwayne@grannumlaw.com

JACK K. MILLER

on behalf of Trustee WILLIAM C. MILLER Esq. philaecf@gmail.com, ecfemails@ph13trustee.com

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

KEVIN G. MCDONALD

on behalf of Creditor Quicken Loans Inc. bkgroup@kmllawgroup.com

PAMELA ELCHERT THURMOND

on behalf of City of Philadelphia Law Department Tax Unit pamela.thurmond@phila.gov, karena.blaylock@phila.gov

REBECCA ANN SOLARZ

on behalf of Creditor Quicken Loans Inc. bkgroup@kmllawgroup.com

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District/off: 0313-2 User: admin Page 2 of 2
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REBECCA ANN SOLARZ

on behalf of Creditor Rocket Mortgage LLC f/k/a Quicken Loans, LLC f/k/a Quicken Loans Inc. bkgroup@kmllawgroup.com

REBECCA ANN SOLARZ

on behalf of Creditor Quicken Loans LLC Formerly Known (FKA) as Quicken Loans Inc bkgroup@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 9

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Laura Paulette Hall-Carney	Debtor(s)	CHAPTER 13
Rocket Mortgage, LLC f/k/a Q f/k/a Quicken Loans, Inc. vs.	Quicken Loans, LLC <u>Movant</u>	NO. 18-10958 ELF
Laura Paulette Hall-Carney Kenneth E. West Esq.	Debtor(s) <u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of September 10, 2021, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence was **\$6,677.65**, which breaks down as follows:

Post-Petition Payments: January 2021 through August 2021 at \$581.78/month

Escrow Balance: \$2,832.46 Tax Refund from City: (\$342.18) Suspense Balance: (\$466.87) **Total Post-Petition Arrears \$6,677.65**

- 2. On or about September 16, 2021, Movant received funds in the amount of \$3,000.00 towards the above listed arrears.
- 3. On or about September 17, 2021, Movant received funds in the amount of \$1,163.56, of which \$581.78 applied to September 2021's post-petition payment and \$581.78 applied to October 2021's post-petition payment.
- 4. The Debtor(s) shall cure the remaining arrearages, in the amount of \$3,677.65 in the following manner:
- a) Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan, including any necessary motions, to include the remaining post-petition arrears of \$3,677.65.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$3,677.65 along with any pre-petition arrears.

- c). The new 410A form for a Proof of Claim shall not be required for this Amended
- 5. Beginning with the payment due November 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$581.78 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month.

or Supplemental Proof of Claim.

- Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 7. Additionally, upon execution and Court approval of this Stipulation, Movant's underlying loan shall be de-escrowed, and Debtor shall be responsible for maintaining and paying all real property taxes and hazard insurance on the property as required by the Note and Mortgage.
- 8. In the event the payments under Section 5 above are not tendered pursuant to the terms of this stipulation or Debtor fails to maintain real property taxes and/or hazard insurance, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
 - 9. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 10. If the case is converted to Chapter 7 and the loan is delinquent, the Movant may file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 11. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 12. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

13. The parties agree that a facsimil	e signature shall be considered an original signat	ure.		
Date: October 1, 2021	/s/Rebecca A. Solarz, Esq. Rebecca A. Solarz, Esq. Attorney for Movant			
Date: October 6, 2021	/s/ Dwayne M. Grannum, Esq. Dwayne M. Grannum Esq. Attorney for Debtor(s)			
Date: October 13, 2021	/s/ LeRoy W. Etheridge, Esquire, for* Kenneth E. West Esq. Chapter 13 Trustee	*No objection to its terms, without prejudice to any of our rights and		
ORDER remedies				
Approved by the Court this 14th day of Oct retains discretion regarding entry of any further of	Bankruptcy Judge Eric L. Frank			